



PATENT APPLICATION
Attorney Docket No. 10351-0004

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to:

Mail Stop RCE
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

on December 30, 2005.

Typed or printed name of person signing this certificate

Jonathan A. Small

Signature: _____

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant(s): Kembel et al.)	Confirm. No. : 1655
)	
Appl. No. : 09/558,922)	TC/A.U. : 2176
)	
Filed: April 26, 2000)	Examiner: C.T. Nguyen

Title: Apparatus and Method of Hosting Internet Content

VERIFIED STATEMENT (DECLARATION) CLAIMING SMALL ENTITY STATUS
[37 CFR 1.9(f) and 1.27(c)] - Small Business Concern

Mail Stop RCE
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

I hereby declare that I am

- ☐ the owner of the small business concern identified below:
☒ an official of the small business concern empowered to act in behalf of the concern identified below:

Name of organization: Mainstream Scientific, LLC
Address of organization: 650 Castro Street, Suite 120-333
Mt. View, CA 94041

I hereby declare that the above identified small business concern qualifies as a small business concern as defined in 37 CFR 1.9(d), for purposes of paying reduced fees under section 41(a)

BEST AVAILABLE COPY

and (b) of Title 35, United States Code, in that the number of employees of the concern, including those of its affiliates, does not exceed 500 persons. For purposes of this statement, (1) the number of employees of the business concern is the average over the previous fiscal year of the concern of the person employed on a full-time, part-time or temporary basis during each of the pay periods of the fiscal year, and (2) concerns are affiliates of each other when either, directly or indirectly, one concern controls or has the power to control the other, or a third party or parties controls or has the power to control both.

I hereby declare that rights under contract or law have been conveyed to and remain with the small business concern and/or there is an obligation under contract or law by the inventor to convey rights to the small business concern with regard to the invention entitled: **Apparatus and Method of Hosting Internet Content**

by inventors: Kembel et al.

described in

- ☐ the specification filed herewith
- ☒ application no. 09/558,922 filed April 26, 2000
- ☐ patent no. _____ issued _____

If the rights held by the above identified small business concern are not exclusive, each individual, concern or organization having rights to the invention is listed below and no rights to the invention are held by any person, other than the inventor, who could not qualify as an independent inventor under 37 CFR 1.9(c) if that person made the invention, or by any concern which would not qualify as a small business concern under 37 CFR 1.9(d), or a nonprofit organization under 37 CFR 1.9(e).

FULL NAME _____
ADDRESS _____

☐ INDIVIDUAL ☐ SMALL BUSINESS CONCERN ☐ NONPROFIT ORGANIZATION


I acknowledge the duty to file, in this application or patent, notification of any change in status resulting in loss of entitlement to small entity status prior to paying, or at the time of paying, the earliest of the issue fee or any maintenance fee due after the date on which status as a small entity is no longer appropriate. [37 CFR 1.28 (b)]

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application, and patent issuing thereon, or any patent to which this verified statement is directed.

Address correspondence or phone calls to: Customer No. 43785

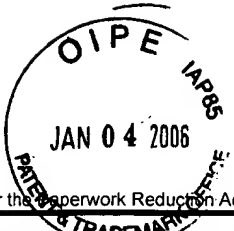
Jonathan A. Small
JAS IP Consulting
343 Second St., Suite F
Los Altos, CA 94022
650-941-4470

Name of person signing: Rakesh Ramde
Title of person other than owner: President, Mainstream Scientific, LLC
Address of person signing: 650 Castro Street
Suite 120-333
Mt. View, CA 94041

Signature: 

Date: Dec. 29, 2005

*NOTE: Separate verified statements are required from each named person, concern or organization having rights to the invention averring to their status as small entities.
(37 CFR 1.27)



Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

POWER OF ATTORNEY TO PROSECUTE APPLICATIONS BEFORE THE USPTO

I hereby revoke all previous powers of attorney given in the application identified in the attached statement under 37 CFR 3.73(b).

Application No.: 09/558,922

I hereby appoint:

☐ Practitioners associated with the Customer number

OR

☒ Practitioner(s) named below:

Name	Reg. No.	Name	Reg. No.
Jonathan A. Small	32,631		
Wilfred H. Lam	41,923		

as attorney(s) or agent(s) to represent the undersigned before the United States Patent and Trademark Office (USPTO) in connection with any and all patent applications assigned only to the undersigned according to the USPTO assignment records or assignment documents attached to this form in accordance with 37 CFR 3.73(b).

Please change the correspondence address for the application identified in the attached statement under 37 CFR 3.73(b) to:

☒ The address associated with Customer Number:

43785

OR

☐ Firm Name

Street Address:

City:

State:

Zip Code:

Country:

Telephone:

Email:

Assignee name: Mainstream Scientific, LLC

Assignee Address: 650 Castro Street
Suite 120-333
Mt. View, CA 94041

A copy of this form, together with a statement under 37 CFR 3.73(b) (Form PTO/SB/96 or equivalent) is required to be filed in each application in which this form is used. The statement under 37 CFR 3.73(b) may be completed by one of the practitioners appointed in this form if the appointed practitioner is authorized to act on behalf of the assignee, and must identify the application in which this Power of Attorney is to be filed.

Signature of Assignee of Record

The individual whose signature and title is supplied below is authorized to act on behalf of the assignee

Signature:

Date: December 30, 2005

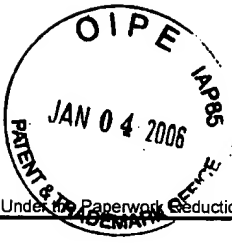
Name:

Rakesh Ramde

Telephone: 650-969-8300

Title:

President, Mainstream Scientific, LLC

**STATEMENT UNDER 37 CFR 3.73(b)**Applicant/Patent Owner: Mainstream Scientific, LLCApplication No./Patent No./Control No.: 09/558,922 Filed/Issue Date: April 26, 2000Entitled: Apparatus and Method of Hosting Internet ContentMainstream Scientific, LLC

(Name of Assignee)

, a Limited Liability Company

(Type of Assignee: corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest
(The extent (by percentage) of its ownership interest is _____ %)

in the patent application/patent identified above by virtue of either:

A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or a true copy of the original assignment is attached.

OR

B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: Innovation Management Sciences To: Mainstream Scientific, LLC
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.
2. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.
3. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Rakesh Ramde

Signature

December 30, 2005

Date

Rakesh Ramde

Printed or Typed Name

(650) 969-8300

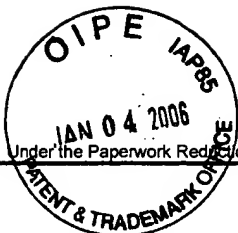
Telephone Number

President

Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.



STATEMENT UNDER 37 CFR 3.73(b)

Applicant/Patent Owner: Mainstream Scientific, LLC

Application No./Patent No./Control No.: 09/558,922 Filed/Issue Date: April 26, 2000

Entitled: Apparatus and Method of Hosting Internet Content

Mainstream Scientific, LLC

(Name of Assignee)

a Limited Liability Company

(Type of Assignee: corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest
(The extent (by percentage) of its ownership interest is _____ %)

in the patent application/patent identified above by virtue of either:

A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or a true copy of the original assignment is attached.

OR

B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: Kemmel et al. To: DoDots, Inc.
The document was recorded in the United States Patent and Trademark Office at
Reel 11182, Frame 0992, or for which a copy thereof is attached.
2. From: DoDots, Inc. To: Sherwood Partners, Inc.
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.
3. From: Sherwood Partners, Inc. To: Innovation Management Sciences
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

☒ Additional documents in the chain of title are listed on a supplemental sheet.

As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Rakesh Ramde

Signature

Rakesh Ramde

Printed or Typed Name

President

Title

December 30, 2005

Date

(650) 969-8300

Telephone Number

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

GENERAL ASSIGNMENT

This Assignment is made this 16th day of January 2001, by DoDots, Inc., located at, 501 Ellis Street, Mountain View, California 94043, hereinafter referred to as Assignor, to Sherwood Partners, Inc., a California corporation, California, hereinafter referred to as Assignee.

WITNESSETH: That Assignor, for and in consideration of the covenants and agreements to be performed by Assignee, as hereinafter contained, and for good and valuable consideration, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, assign, convey and transfer unto Assignee, its successors and assigns, in trust, for the benefit of Assignor's creditors generally, all of the property of Assignor of every kind and nature and wheresoever situated, both real and personal, and any interest or equity therein not exempt from execution, including, but not limited to, all that certain stock of merchandise, furniture and fixtures, accounts, books, cash on hand, cash in bank, deposits, patents, copyrights, trademarks and trade names, insurance policies, choses in action that are legally assignable, together with the proceeds of any existing non-assignable choses in action that may hereafter be recovered or received by Assignor. Assignor agrees to execute such additional documents as shall be necessary to accomplish the purposes of this Assignment.

This Assignment specifically includes and covers all claims for refund or abatement of all excess taxes heretofore or hereafter assessed against or collected from Assignor by the U.S. Treasury Department or any other taxing agency, and Assignor agrees to sign and execute power of attorney or such other documents as required to enable Assignee to file and prosecute, compromise and/or settle, all such claims before the Internal Revenue Service, U.S. Treasury Department or any other taxing agency.

Assignee is to receive said property, conduct said business, should it deem it proper, and is hereby authorized at any time after the signing hereof by Assignor to sell and dispose of said property upon such time and terms as it may see fit, and is to pay to creditors of Assignor pro rata, the net proceeds arising from the conducting of said business and sale and disposal of said property, after deducting all moneys which Assignee may at its option pay for the discharge of any lien on any of said property and any indebtedness which under the law is entitled to priority of payment, and all expenses, including a reasonable fee to Assignee and its attorney and to the attorney, if any, for Assignor.

If any dividends to creditors shall remain unclaimed for a period of one year after issuance of the final dividend checks, then the same shall become the property of Assignee and used to supplement its fees for services rendered in administering this Assignment. Any interest that may be earned on funds administered under this Assignment shall belong to and are hereby assigned to Assignee as additional fees for its services hereunder.

Assignee is also authorized and empowered to appoint such agents, field representatives and/or attorneys and/or accountants as it may deem necessary, and such agents and/or field representatives shall have full power and authority to open bank accounts in the name of Assignee or its nominees or agents and to deposit assigned assets or the proceeds thereof in such bank accounts and to draw checks thereon and with the further power and authority to do such other acts and to execute such papers and documents in connection with this Assignment as Assignee may consider necessary or advisable.

Assignor authorizes the forwarding of its mail by the U.S. Postal Department as directed by Assignee.

IN WITNESS WHEREOF the parties hereunder set their hands the day and year first above written.

TAX I.D. NUMBERS:

Assignor:

DoDots, Inc.

#

By:

Its:

Assignee:

Sherwood Partners, Inc.

By:

Its:

EXHIBIT D

Assignment of Patent Rights

For good and valuable consideration, the receipt of which is hereby acknowledged, Sherwood Partners,, Inc., a California corporation, having offices at 101 University Avenue, Suite 100, Palo Alto, CA 94301 ("Assignor"), in its sole and limited capacity as Assignee for the Benefit of Creditors of DoDots, Inc., does hereby sell, assign, transfer and convey unto Innovation Management Sciences, a partnership organized under the laws of California, having an office at 970 Terra Bella Avenue, Suite 8, Mountain View, California 94043 ("Assignee") or its designees, all of Assignor's right, title and interest in and to the patent applications and patents listed below, any patents issuing on any patent applications listed below, the inventions disclosed in any of the foregoing, any and all counterpart United States, international and foreign patents, applications and certificates of invention based upon or covering any portion of the foregoing and all reissues, divisionals, renewals, extensions, provisionals, continuations and continuations-in-part of any of the foregoing (collectively "Patent Rights"):

<u>Serial / Patent No.</u>	<u>Filing Date</u>	<u>Country</u>
60/131,083	26 April 1999	US
60/131,114	26 April 1999	US
60/131,115	26 April 1999	US
60/176,687	18 January 2000	US
60/176,699	18 January 2000	US
09/558,922	26 April 2000	US
09/558,923	26 April 2000	US
09/558,924	26 April 2000	US
09/558,925	26 April 2000	US
PCT/US00/11507	26 April 2000	PCT
60/177,860	24 January 2000	US
60/193,872	31 March 2000	US
60/230,540	5 September 2000	US
09/703,499	31 October 2000	US
60/252,029	17 November 2000	US

Assignor represents, warrants and covenants that: (i) it is the sole owner, assignee and holder of record title to the Patent Rights identified above, (ii) it has obtained and properly recorded previously executed assignments for all patent applications and patents identified above as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction, and (iii) it has full power and authority to make the present assignment. Assignor shall indemnify and hold harmless Assignee for any breach of the foregoing.

Assignor further agrees to and hereby does sell, assign, transfer and convey unto Assignee all rights: (i) in and to causes of action and enforcement rights for the Patent Rights including all rights to

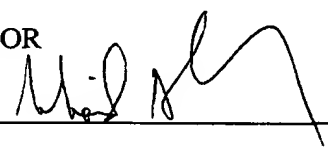
pursue damages, injunctive relief and other remedies for past and future infringement of the Patent Rights, and (ii) to apply in any or all countries of the world for patents, certificates of invention or other governmental grants for the Patent Rights, including without limitation under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement or understanding. Assignor also hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention which may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

Assignor will, at the reasonable request of Assignee and without demanding any further consideration therefor, do all things necessary, proper, or advisable, including without limitation the execution, acknowledgment and recordation of specific assignments, oaths, declarations and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Patent Rights. Such assistance shall include providing, and obtaining from the respective inventors, prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, powers of attorney, specifications, declarations or other papers and other assistance reasonably necessary for filing patent applications, complying with any duty of disclosure, and conducting prosecution, reexamination, reissue, interference or other priority proceedings, opposition proceedings, cancellation proceedings, public use proceedings, infringement or other court actions and the like with respect to the Patent Rights.

The terms and conditions of this Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successor, assigns and other legal representatives.

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at _____, on _____.

ASSIGNOR

By: 

Name: _____

Title: _____

(Signature MUST be notarized)

State of CALIFORNIA

County of SANTA CLARA

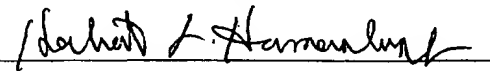
) SS.:

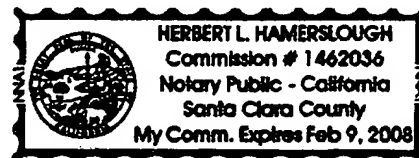
HERBERT L. HAMERSLOUGH

On FEB 8, 2004, before me,

MICHAEL MAURY, Notary Public, personally appeared _____, personally known to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that he/she executed the same in his authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal





Assignment of Patent Rights

For good and valuable consideration, the receipt of which is hereby acknowledged, Innovation Management Sciences, a partnership organized under the laws of California, having an office at 970 Terra Bella Avenue, Suite 8, Mountain View, California 94043 ("Assignor") does hereby sell, assign, transfer and convey unto Mainstream Scientific, LLC, a California limited liability company having an office at 650 Castro Street, Suite 120-333, Mountain View, CA 94041 ("Assignee") or its designees, all of Assignor's right, title and interest in and to the patent applications and patents listed below, any patents issuing on any patent applications listed below, the inventions disclosed in any of the foregoing, any and all counterpart United States, international and foreign patents, applications and certificates of invention based upon or covering any portion of the foregoing and all reissues, divisionals, renewals, extensions, provisionals, continuations and continuations-in-part of any of the foregoing (collectively "Patent Rights"):

<u>Serial / Patent No.</u>	<u>Filing Date</u>	<u>Country</u>
60/131,083	26 April 1999	US
60/131,114	26 April 1999	US
60/131,115	26 April 1999	US
60/176,687	18 January 2000	US
60/176,699	18 January 2000	US
09/558,922	26 April 2000	US
09/558,923	26 April 2000	US
09/558,924	26 April 2000	US
09/558,925	26 April 2000	US
PCT/US00/11507	26 April 2000	PCT
60/177,860	24 January 2000	US
60/193,872	31 March 2000	US
60/230,540	5 September 2000	US
09/703,499	31 October 2000	US
60/252,029	17 November 2000	US

Assignor represents, warrants and covenants that: (i) it is the sole owner, assignee and holder of record title to the Patent Rights identified above, (ii) it has obtained and properly recorded previously executed assignments for all patent applications and patents identified above as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction, and (iii) it has full power and authority to make the present assignment. Assignor shall indemnify and hold harmless Assignee for any breach of the foregoing.

Assignor further agrees to and hereby does sell, assign, transfer and convey unto Assignee all rights: (i) in and to causes of action and enforcement rights for the Patent Rights including all rights to pursue damages, injunctive relief and other remedies for past and future infringement of the Patent Rights, and (ii) to apply in any or all countries of the world for patents, certificates of invention or other governmental grants for the Patent Rights, including without limitation under the Paris

Assignor also hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention which may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

The terms and conditions of this Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successor, assigns and other legal representatives.

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at Mountain View, on CA
November 16, 2005

ASSIGNOR

By: Rakesh Ramde

Name: Rakesh Ramde

Title: Officer

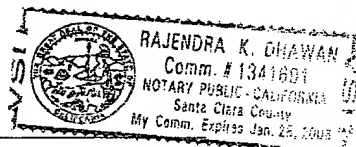
(Signature MUST be notarized)

State of California)
County of Santa Clara) SS.:

On Nov-16th, 2005, before me, Rajendra K. Dhawan, Notary Public, personally appeared Rakesh Ramde, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

[Signature]



**This Page is Inserted by IFW Indexing and Scanning
Operations and is not part of the Official Record**

BEST AVAILABLE IMAGES

Defective images within this document are accurate representations of the original documents submitted by the applicant.

Defects in the images include but are not limited to the items checked:

☒ **BLACK BORDERS**

☐ **IMAGE CUT OFF AT TOP, BOTTOM OR SIDES**

☐ **FADED TEXT OR DRAWING**

☒ **BLURRED OR ILLEGIBLE TEXT OR DRAWING**

☐ **SKEWED/SLANTED IMAGES**

☐ **COLOR OR BLACK AND WHITE PHOTOGRAPHS**

☐ **GRAY SCALE DOCUMENTS**

☐ **LINES OR MARKS ON ORIGINAL DOCUMENT**

☐ **REFERENCE(S) OR EXHIBIT(S) SUBMITTED ARE POOR QUALITY**

☐ **OTHER:** _____

IMAGES ARE BEST AVAILABLE COPY.

As rescanning these documents will not correct the image problems checked, please do not report these problems to the IFW Image Problem Mailbox.